

00500 CONTRACT AGREEMENT AND BONDS

STATE OF TEXAS §
 §
COUNTY OF _____§

THIS AGREEMENT, made and entered into this _____ day of _____ A.D., 20____, by
and between _____ of the County of _____ and State of Texas, acting
through _____ thereunto duly authorized so to do, Party of the First Part, hereinafter termed the
OWNER, and _____ of the City of _____, County of _____ and State of
_____, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter
mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions
expressed in the bonds bearing even date herewith, the said Party of the Second Part (CONTRACTOR)
hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of
certain improvements described as follows:

and all extra work in connection therewith, under the terms as stated in the General Conditions of the
Agreement; and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery,
equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to
complete the said construction, in accordance with the conditions and prices stated in the Proposal attached
hereto, and in accordance with all the General Conditions of the Agreement, the Supplementary Conditions,
the Notice to Bidders (Advertisement for Bids), Instructions to Bidders, and the Performance and Payment
Bonds, all attached hereto, and in accordance with the Plans, which includes all maps, plats, blueprints, and
other drawings and printed or written explanatory matter thereof, and the Specifications therefore, as
prepared by FREESE AND NICHOLS, INC., herein entitled the ENGINEER, each of which has been
identified by the CONTRACTOR and the ENGINEER, all of which are made a part hereof and collectively
evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work on or after the date established for the start of
work as set forth in a written notice to commence work and to substantially complete all work within the time
stated in the Proposal, subject to such extensions of time as are provided by the General and Supplementary
Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the
proposal, which forms a part of this Contract, such payments to be subject to the General and
Supplementary Conditions of the Contract.

No assignment by a party hereto of any rights under or interests in the Contract will be binding on
another party hereto without the written consent of the party sought to be bound; and, specifically but without
limitation, moneys that may become due and moneys that are due may not be assigned without such consent
(except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to
the contrary in any written consent to an assignment, no assignment will release or discharge the assignor
from any duty or responsibility under the Contract Documents.

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

ATTEST:

Party of the First Part, OWNER

By _____
Signature

Name and Title
(please type or print)

(SEAL)

ATTEST:

Party of the Second Part, CONTRACTOR

By _____
Signature

Name and Title
(please type or print)

(SEAL)